

Exhibit C

CERTIFICATION

I, Thomas C. O'Connell, Underwriting Manager, Employers Mutual Casualty Company, do hereby certify that the foregoing to which this certificate is attached is a true and correct copy of Policy 2J0 72 42--03 with amendments, which policy was issued January 24, 2002 to Arnberg and Allen Construction, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July, 2005.

EMPLOYERS MUTUAL CASUALTY COMPANY

By: Thomas O'Connell
Underwriting Manager

cf



EMPLOYERS MUTUAL CASUALTY COMPANY

C O M M E R C I A L U M B R E L L A D E C L A R A T I O N S

POLICY PERIOD: FROM 01/24/02 TO 01/01/03

 * POLICY NUMBER *
 * 2 J 0 - 7 2 - 4 2 ---03 *

N A M E D I N S U R E D

P R O D U C E R

 ARNBERG AND ALLEN
 CONSTRUCTION, LLC
 55 EMERALD MOUNTAIN EXPRESSWAY
 WETUMPKA AL 36093-3200

 THOMPSON INSURANCE, INC.
 3300 GATSBY LN
 PO BOX 11408
 MONTGOMERY AL 36111-0408

D I R E C T B I L L

AGENT: AS-0532-7

AGENT PHONE: 334-277-8970

INSURED IS: LLC

BUSINESS DESC: HOME BUILDER

L I M I T S O F L I A B I L I T Y

 \$ RETAINED LIMIT
 \$ OCCURRENCE LIMIT
 \$ AGGREGATE LIMIT

PREMIUM COMPUTATION:

ADJUSTABLE (SUBJECT TO AUDIT) PREMIUM CHARGE \$

ADJUSTABLE RATE IS

ESTIMATED EXPOSURE IS

TOTAL ADVANCE PREMIUM \$

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)

MINIMUM POLICY PREMIUM APPLIES

IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

FORMS APPLICABLE:

 CU7001A(11/88), CU7002FST(10/93), CU7115(11/88), CU7141(11/88),
 CU7161.5(05/92), CU7171(11/88), CU7177.5(11/88), CU7179(11/88),
 CU7187(11/88), CU7195(11/88), CU7212(11/88), CU7221(07/98),
 CU7223(03/00), CU7225(03/00), CU7226(03/00), CU7227(03/00),
 CU8100(01/86), CU8135M(11/97), IL7050(09/90), IL7131A(04/01)

DATE OF ISSUE: 02/08/02 BPP

FORM CU7000A ED. 11-88 BPP 02/08/02

055

MA

2J07242 0301



EMPLOYERS MUTUAL CASUALTY COMPANY
ARNBERG AND ALLEN

POLICY NUMBER: 2J0-72-42---03
EFF DATE: 01/24/02 EXP DATE: 01/01/03

C O M M E R C I A L U M B R E L L A P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CU7001A	11-88	SCHED OF PRIMARY INS - AUTOMATED	
CU7002FST	10-93	COMM UMBRELLA COVERAGE FORM	
CU7115	11-88	AUTO LIABILITY FOLLOWING FORM	
CU7141	11-88	EMPLOYERS LIABILITY EXCLUSION	
CU7161.5	05-92	LEAD EXCLUSION	
CU7171	11-88	NUCLEAR ENERGY LIABILITY EXCL	
CU7177.5	11-88	PERSONAL INJURY EXCLUSION AMENDMENT	
CU7179	11-88	PERSONAL PROPERTY DAMAGE EXCL	
CU7187	11-88	PROD COMPL OPERATIONS - FOLLOWNG FRM	
CU7195	11-88	REAL PROPERTY DAMAGE EXCLUSION	
CU7212	11-88	WATERCRAFT EXCLUSION	
CU7221	07-98	EXCL Y2K COMPUTR/OTHER PROBLEMS	
CU7223	03-00	CONT/PROG INJURY/DAMAGE EXCLUSION	
CU7225	03-00	AMEND OF COVERAGE-KNOWN INJ OR DMGE	
CU7226	03-00	EXCL -INJ OR DMGE FRM EARTH MOVEMNT	
CU7227	03-00	EXCL/DMGE TO WRK PERF ON YOUR BEHALF	
CU8100	01-86	AL & LA CHNGS - WHO IS AN INSURED	
CU8135M	11-97	EXTERIOR INSULATION & FINISH SYSTEMS	
IL7050	09-90	AUTOMATIC TERMINATION	
IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	

DATE OF ISSUE: 02/08/02

FORM: IL7131A (ED. 04-01)

BPP

055

MA

2J07242 0301



EMPLOYERS MUTUAL CASUALTY COMPANY

N A M E D I N S U R E D E N D O R S E M E N T

POLICY PERIOD: FROM 01/24/02 TO 01/01/03

* POLICY NUMBER *

* 2 J 0 - 7 2 - 4 2 ---03 *

N A M E D I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN
CONSTRUCTION, LLC
55 EMERALD MOUNTAIN EXPRESSWAY
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.
3300 GATSBY LN
PO BOX 11408
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: AS-0532-7
AGENT PHONE: 334-277-8970

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 01/24/02 TO 01/01/03 *

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:
ARNBERG AND ALLEN CONSTRUCTION, LLC

NO. 02
EMERALD MOUNTAIN REALTY, LLC

PLACE OF ISSUE: BIRMINGHAM, AL
DATE OF ISSUE: 02/08/02

FORM: IL7130A (ED. 04-01)

055

MA

2J07242 0301



EMPLOYERS MUTUAL CASUALTY COMPANY POLICY NO: 2J0-72-42---03
 ARNBERG ALLEN CONST LL EFF. DATE: 01/24/02 EXP. DATE: 01/01/03

C O M M E R C I A L U M B R E L L A S C H E D U L E A

 AUTOMOBILE LIABILITY CARRIER: EMC PROPERTY & CASUALTY COMPANY
 ANY AUTO, OWNED AUTO, NON-OWNED AUTOS, HIRED AUTOS, SPECIFIED AUTO
 POLICY NUMBER: 2E07242 DATES: 01/24/02 TO 01/01/03
 COV/SYM: SYMBOL 01

 COMBINED BODILY INJ & PROP DMG SINGLE LIMIT: , EACH ACCIDENT

 GENERAL LIABILITY CARRIER: EMC PROPERTY & CASUALTY COMPANY
 POLICY NUMBER: 2K07242 DATES: 01/01/02 TO 01/01/03
 COVERAGES: GEN. LIAB.

 COMMERCIAL GENERAL LIABILITY
 OCCURRENCE BASIS
 GENERAL AGGREGATE LIMIT \$
 PROD/COMP OPS AGGREGATE LIMIT \$
 PERSONAL AND ADVERTISING INJURY LIMIT \$
 EACH OCCURRENCE LIMIT \$

DATE OF ISSUE 02/08/02 BPP

FORM CU7001A ED.11-88 BPP

02/08/02

055

MA

2J07242 0301



EMC Insurance Companies

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE FROM EARTH MOVEMENT

This endorsement modifies insurance under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage”, “personal injury” or “advertising injury” arising out of, caused by, resulting from, contributed to, aggravated by, or related to earthquake, landslide, mudflow, subsidence, settling, slipping, falling away, shrinking, expansion, caving in, shifting, eroding, rising, tilting or any other movement of land, earth or mud.



EMC Insurance Companies

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PART II — DEFINITIONS, Paragraph 14.A. "Occurrence" is deleted and replaced by the following:

- A. With respect to Coverage A — "Bodily Injury" and Coverage B — "Property Damage," "occurrence" means an accident including continuous or repeated exposure to substantially the same general harmful conditions neither expected nor intended from the standpoint of the "Insured" unless injury or damage results from use of reasonable force to protect persons or property. However, this definition does not include any occurrence which commenced prior to the effective date of the policy.

PART III — EXCLUSIONS, is amended to add the following:

16. "Bodily Injury" or "Property Damage" Which Commences Prior to Inception of Policy

This policy does not apply to any "bodily injury" or "property damage" which was in progress as of the inception date of this policy or which commenced, or which is alleged to have occurred, prior to the inception or effective date of this policy, whether such "bodily injury" or "property damage" is known, unknown or should have been known by any "insured." We have no duty to defend any "suit" or claim alleging such "bodily injury" or "property damage."

This exclusion applies regardless of whether any "bodily injury" or "property damage" which commenced prior to the inception or effective date of this policy or which is, or is alleged to be occurring as the inception of this policy, continues or progressively deteriorates during or after this policy period.

Umbrella Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA AND LOUISIANA CHANGES – WHO IS AN INSURED

In **WHO IS AN INSURED** (Part IV) the term “**executive officer**” means only a person holding any of the officer positions created by your charter, constitution or bylaws.

COMMERCIAL UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (PART IV).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (PART II).

PART I — COVERAGE**1. Limit of Liability**

We will pay "loss":

- A. excess of the "primary" limit as listed in "Schedule A" or
- B. excess of the retained limit (if the occurrence or offense is not covered by a primary policy but is otherwise covered by this policy)

because of

- Coverage A — "Bodily Injury",
- Coverage B — "Property Damage",
- Coverage C — "Personal Injury", or
- Coverage D — "Advertising Injury".

"Loss" must be caused by an "occurrence" to which this policy applies and

- A. with respect to Coverage A or B, the injury or damage must have occurred during the policy period;
- B. with respect to Coverage C or D, the offense must have been committed during the policy period.

The coverage provided by this policy is worldwide.

We will also pay for "Covered Pollution Cost or Expense" arising from the operation of an "auto" or "mobile equipment" if

- (1) there is also coverage for "bodily injury" or "property damage" provided by this policy that is caused by the same "occurrence" and
- (2) The "Auto", Garage, or Commercial General liability "primary policy" described in "Schedule A" also provides coverage for "covered pollution costs or expense".

All "loss" for "covered pollution costs or expense" will be deemed to occur at the time "bodily injury" or "property damage" first occurs and is subject to the "occurrence" and aggregate limits shown in the Declarations. All "bodily injury", "property damage" and "covered pollution cost or expense" resulting therefrom will be deemed to arise out of the same "occurrence".

We will pay "loss" only up to the limit of liability shown in the Declarations, however, if an aggregate limit applies on this policy with respect to such "loss", we will pay

only to the extent the aggregate limit has not been used up due to previous payment of "losses".

2. Drop Down Coverage

If the "primary policy" limit is reduced by payment(s) made on behalf of an "insured" by the "primary policy" insurer, this policy will drop down and become immediately excess of the reduced "primary policy" insurance or if the "primary policy" aggregate is totally used up, this policy will apply as "primary policy" insurance. This Drop Down feature:

- A. will not increase our limit of liability as stated in the Declarations and
- B. will not apply to the extent the "primary policy" aggregate limit has been used up prior to the inception date of this policy. See "PART V Condition 7" (Maintenance of "Primary Policy" Coverages).

3. Policy Aggregate Limit

If an aggregate limit applies in the "primary" insurance shown in "Schedule A", the aggregate limit stated in the Declarations of this policy applies also. The aggregate limit in this Policy is the most "we" will pay for "loss(es)" occurring during the policy term and:

- A. shall apply separately to each "primary policy" listed in "Schedule A".
- B. shall apply separately as respects the general aggregate and the "products-completed operations" aggregate in your Commercial General Liability or Businessowner Policy.

If this policy is extended for a period of less than 12 months, the extended period will be deemed to be part of the last preceding period for purposes of determining the Limits of Liability.

4. Defense and Supplementary Payments**A. Losses Covered by Primary Policies:**

This policy will not apply to (and we have no duty to provide) defense, investigation, settlement, legal expenses or supplementary payments which are covered by your "primary policies" but we have the right at any time to join you or any "primary policy" insurance company in the investigation, defense and settlement of a claim or "suit".

B. Losses where Primary Policy(ies) Coverage has been exhausted:

If your "primary policy" insurance has been exhausted by expenses or payments in settlement of "loss(es)", this policy will undertake such expenses associated with investigation, defense and settlement of a claim or "suit".

If you have elected when you purchased your "primary policy" to participate in or self insure part of the defense, investigation, settlement, and legal expenses, this policy will not cover such obligations.

C. Losses Not Covered by Primary Policies:

If you have a "loss" which is covered by this policy but not covered by any of your "primary policies", we will defend you at our expense. We may investigate and settle any claim at our discretion. If we make any payment which falls within your "retained limit", you agree to reimburse us.

Our right and/or duty to defend under paragraphs A., B., C. above ends when we have used up the applicable limit of liability in the payment of "loss(es)".

We will have no duty to defend the "insured" against any "suit" seeking injury, damage or expense to which this insurance does not apply.

D. Supplementary Payments

We will pay with respect to

- Any claim we investigate or settle, or
- Any "suit" against the insured we defend described in B and C above,

the following to the extent they are not covered by primary policies:

- (1) All expenses we incur.
- (2) Premiums on bonds required of an "Insured" to release attachments because of the "suit" but the bond amounts shall not exceed our liability limit. We will pay the cost of bail bonds required of "you" because of an accident or traffic violation up to \$250. "We" are not required to apply for or furnish any bonds.
- (3) Costs taxed against an "Insured" because of the "suit".
- (4) Pre-judgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any pre-judgment interest based on that period of time after the offer.
- (5) Interest which accumulates after a judgment is entered. Our duty to pay interest ends when we pay, offer to pay or deposit in court that part of the judgment which this policy covers.
- (6) Reasonable expenses an "Insured" incurs at our request, other than "loss" of earnings.

PART II — DEFINITIONS

1. "Advertising injury" means injury arising out of your advertising activities of your own goods, products or services, and involving one or more of the following offenses:
 - A. Oral or written publication of material that defames, slanders, or libels a person or organization or disparages a person's or organization's goods, products or services;
 - B. Oral or written publication of material that violates a person's right of privacy;
 - C. Misappropriation of advertising, ideas or style of doing business; or

D. Infringement of copyright, title or slogan.

2. "Aircraft" means any heavier than air or lighter than air vehicle designed to transport persons or property in the air.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But, "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, during the policy period, including death resulting from any of these at any time.
5. "Covered Pollution Cost or Expense" means any cost or expense arising out of:

1. any request, demand or order; or
2. any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered Pollution Cost or Expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto an "auto" or "mobile equipment"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" or "mobile equipment" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "occurrences" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" or "mobile equipment" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance of use of an "auto" or "mobile equipment".
- (2) This discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Excluded Occupations Liability" means liability arising out of the rendering or failure to render a service relating to an occupation listed below:
 - A. A Director or Officer of an Organization;
 - B. Data Processing or Computer Software Development;
 - C. Law Enforcement;
 - D. Travel Agents;
 - E. Publishers, Printers, or Broadcasters.

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - A. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - B. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - A. The repair, replacement, adjustment or removal of "your product" or "your work", or
 - B. Your fulfilling the terms of the contract or agreement.
10. "Insured contract" means a contract or agreement for which assumed liability coverage is provided by a "primary policy" described in "Schedule A".
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loss" means sums which you become legally obligated to pay as compensatory damages for settlement or satisfaction of a claim or judgment after making deductions for all other recoveries, salvages and other insurance. It does not include salaries of your "employees" and office expenses incurred by you.
 "Loss" also includes all defense costs and supplementary payments if such costs or payments are:
 - A. contained within the definition of "loss" or otherwise subject to the Limits of Liability in "primary policy(ies)" or
 - B. are contained by having such costs or payments subject to any aggregate limits on the "primary policy(ies)"
 for which this policy is providing excess coverage.
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - A. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - B. Vehicles maintained for use solely on or next to premises you own or rent;
 - C. Vehicles that travel on crawler treads;
 - D. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. Vehicles not described in A., B., C., or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- F. Vehicles not described in A., B., C., or D. above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
14. "Occurrence"
 - A. With respect to Coverage A — "Bodily Injury" and Coverage B — "Property Damage", "occurrence" means an accident including continuous or repeated exposure to substantially the same general harmful conditions neither expected nor intended from the standpoint of the "Insured" unless injury or damage results from use of reasonable force to protect persons or property.
 - B. With respect to Coverage C — "Personal Injury" or Coverage D — "Advertising Injury", "occurrence" means an accident, happening, or event that results in an offense described in the definitions of those terms in this policy.
15. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - A. False arrest, detention or imprisonment;
 - B. Malicious prosecution;
 - C. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

- D. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - E. Oral or written publication of material that violates a person's right of privacy;
 - F. Unintentional infliction of mental anguish, mental injury, including fright, shock, and humiliation not considered illegal and/or a violation of unfair trade practices acts.
16. "Primary Policy or Policies" means a policy or policies listed in "Schedule A" of this policy (including renewals or replacements) which provides liability coverage for "loss(es)".
17. "Products-Completed Operations Hazard"
- A. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.

"Products-completed operations hazard" also includes "Bodily Injury" and "Property Damage" that arises out of "your products" if the "Bodily Injury" or "Property Damage" occurs after you have relinquished possession of those products and "Products/Completed Operations Hazard" has been redefined as such in the "primary policy(ies)" described in "Schedule A".
 - B. "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - C. This hazard does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
18. "Professional Liability" means liability arising out of the rendering or failure to render a service relating to a profession in a manner which is reasonable and in keeping with the standards of that profession and formal accreditation.
- This includes but is not necessarily limited to professions such as:
- A. The practice of medicine, i.e., physician, surgeon, osteopath, chiropractor, anesthesiologist, dentist, psychiatrist, psychologist, nurse, paramedic, EMT, pharmacist, etc.;
 - B. The practice of law;
 - C. The practice of accounting;
 - D. Insurance sales or consulting;
 - E. Real estate sales or management;
 - F. Architects, engineers, surveyors, or draftsmen;
 - G. Stockbrokers.
19. "Property damage" means:
- A. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - B. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
20. "Retained Limit" is the dollar amount shown in the "Declarations" as the "Retained Limit". This is the amount you are responsible for as part of any settlement or judgment not covered by any "primary" insurance (as described in "Schedule A") but otherwise covered by this policy. It does not include defense cost, or supplementary payments expenditures as described in Part I Section 4, **Defense and Supplementary Payments**.
21. "Schedule A -" is a list of your "primary policy(ies)" over which this insurance is expected to provide excess coverage after the "primary policy" limits have been exhausted.
22. "Suit" means a civil proceeding in which injury or damages to which this insurance applies are alleged. "Suit" includes:
- A. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - B. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

23. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

24. "Your product" means:

A. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and

B. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- B. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work" means:

- A. Work or operations performed by you or on your behalf; and
- B. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- B. The providing of or failure to provide warnings or instructions.

PART III — EXCLUSIONS

1. Personal Injury/Advertising Injury Limitations

This policy does not apply to "Personal injury" or "Advertising injury":

- A. Arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity;
- B. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- C. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the "Insured";
- D. For which the "Insured" is obligated to pay damages by reason of the assumption of liability in

a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract" provided the "personal injury" or "advertising injury" occurs subsequent to the execution of the contract or agreement; or

(2) That an "insured" would have in the absence of the contract or agreement.

E. For an offense committed by an "Insured" if your business is advertising, broadcasting, publishing or telecasting.

2. Advertising Injury Limitations

This policy does not apply to "Advertising injury" arising out of:

- A. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- B. The failure of goods, products or services to conform with advertised quality or performance;
- C. The wrong description of the price of goods, products or services.

3. Employee Injury/ERISA/Employee Benefits

This policy does not apply to:

A. Any obligation an "Insured" may have under a workers compensation, disability benefits or unemployment compensation law, or any similar law;

B. "Bodily injury" to:

- (1) (a) An "employee" of the "insured" arising out of and in the course of:
 - (i) employment by the "insured"; or
 - (ii) performing duties related to the conduct of the "insured's" business.
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of (a) above.

(2) This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply:

- (a) To liability assumed by the "insured" under an "Insured Contract";
- (b) To the extent "Primary" Employers Liability Coverage is available to you as described in "Schedule A". Our coverage will not be broader than such "primary policy" coverage.

C. Any liability imposed on an "Insured":

- (1) under the Employees' Retirement Income Security Act (ERISA) of 1974 or subsequent amendments;
- (2) arising out of the administration of any "employee" benefit plan.

4. **Fellow Employee**

This policy does not apply to any "employee" of yours as an "Insured" with respect to any liability arising from another "employee" of yours unless such coverage is provided by a "primary policy" described in "Schedule A".

5. **Aircraft and Watercraft**

This policy does not apply to "bodily injury" or "property damage" arising from the ownership, maintenance, use (including loading or unloading), or entrustment to others of:

A. Any "aircraft" owned or operated:

- (1) by you; or
- (2) any of your "employees";

B. Any owned watercraft over 50 feet;

unless you have "primary policy" coverage and that coverage is described in "Schedule A". Our coverage will not be broader than such "primary policy" coverage.

6. **Property Damage — General**

This policy does not apply to "property damage" to:

- A. Property you own;
- B. Property rented to, occupied, or used by you or in your care, custody or control to the extent you are under contract to provide insurance for it;
- C. That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- D. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs B., C. & D. of this exclusion do not apply to liability assumed under a written sidetrack agreement.

Paragraph D. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

7. **Property Damage To Your Product, Work, Impaired Property**

This policy does not apply to:

- A. "Property damage" to "your product" arising out of it or any part of it;
- B. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard";

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

C. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Exclusion 7.C. does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

8. **Product Recall**

This policy does not apply to damages claimed for any "loss", cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- A. "Your product";
- B. "Your work"; or
- C. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

9. **Pollution**

This policy does not apply to:

- A. "Bodily injury", "property damage" or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) That are, or that are contained in any property that is:
 - (a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto an "auto";
 - (b) Being transported or towed by an "auto";
 - (c) Otherwise in the course of transit by the "insured";
 - (d) Being stored, disposed of, treated or processed in or upon an "auto"; or
 - (e) Being moved from an "auto" to the place where such property or "pollutants" are finally delivered, disposed of or abandoned by the "insured";
 - (2) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible;

- (3) At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured";
 - (4) At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - (5) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
 - (a) if the "pollutants" are brought on or to the premises site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- B. Any "loss", cost, or expense arising out of any:
- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

Exceptions to this exclusion:

- A. Paragraphs A(1), A(2), B(1), and B(2) of this Exclusion do not apply to the extent this Policy applies as excess over
 - (1) An "Auto" "Primary Policy" described in "Schedule A" and/or
 - (2) Coverage for the ownership, maintenance, or use of "autos" or "mobile equipment" by a Garage Liability or Commercial General "Primary Policy" described in "Schedule A" providing Pollution Coverage. In such case, this Policy shall not be any broader with respect to Pollution Coverage than the "primary" "Auto", Garage and/or Commercial General Liability "policy(ies)".
- B. Paragraphs A(3) and A(5)(a) of this exclusion do not apply to "bodily injury", or "property damage" arising out of heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- C. Exclusion 9.A. does not apply to the extent this policy is excess of Employers Liability Coverage (if any) described in "Schedule A".

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

10. War

This policy does not apply to "bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

11. Uninsured/Underinsured Motorists

This policy does not apply to any "loss" for which:

- A. You;
- B. An "employee" of yours; or
- C. A passenger in an "auto" owned or used by you or one of your employees;

may have a legal right to recover from an owner or driver of an uninsured or underinsured "auto" because of an accident involving that "auto".

12. Professional Liability/Excluded Occupations

This policy does not apply to any liability, cost or expense arising out of your "professional liability" or "excluded occupations liability" or such liability for which one of your "employees" or any person you are responsible for is liable; but this exclusion does not apply to the extent "professional or excluded occupations liability" coverage is provided to you by a Commercial General Liability, Auto, Garage, Businessowners or Employers Liability "Primary Policy" listed in "Schedule A".

13. Employment Practices

This policy does not apply to any "bodily injury" or "personal injury" arising out of employment practices of the "Insured" including:

- A. Refusal to employ;
- B. Termination of employment;
- C. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- D. Consequential "Bodily Injury" or "Personal Injury" as a result of A. through C. above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

14. Asbestos Exclusion

This policy does not apply to "Bodily Injury", "Personal Injury" or "Property Damage" (including any associated clean-up obligation(s) arising out of the installation, existence, removal, or disposal of asbestos or any substance containing asbestos fibers.

15. Racing

This policy does not apply to "Bodily Injury", or "Property Damage" arising from "autos" or "mobile equipment" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while the "auto" is being prepared for such a contest or activity.

PART IV — WHO IS AN INSURED

1. You (the person or organization named in the Declarations or qualifying as a Named Insured) and
2. Each of the following is an "Insured" under this policy to the extent set forth below:

- A. If you are shown in the Declarations as an individual, you and your spouse are an "Insured", but only with respect to conduct of a business of which you are the sole owner.
- B. If you are shown in the Declarations as a partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
- C. If you are shown in the Declarations as an organization other than a partnership or joint venture, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

3. Other Insureds — When Primary Applies

When primary applies to a loss or would have if the primary limits had not been exhausted, any "Insured" (not you) included in the "primary policy(ies)" is an insured but only to the extent this Umbrella Policy is excess of such "primary policy(ies)".

This provision does not apply to:

- A. those insureds added to the "primary policy" by a vendors endorsement;
- B. any person or organization who is considered an insured in a "primary policy" but the "primary policy" provides a lower limit of liability than what is described in "Schedule A" of this policy.

4. Other Insureds — When Primary Does Not Apply

When a "primary policy" does not apply to loss (except for exhaustion of primary limits) the following are insureds:

A. Other Than Autos/Aircraft/Watercraft/Mobile Equipment Carried or Towed by Autos

Except with regard to "autos", "aircraft", watercraft or "mobile equipment" (while such "mobile equipment" is being carried or towed by an "auto"):

- (1) Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you, or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

- (a) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (b) "Property damage" to property owned or occupied by or rented or loaned to that "employee", any of your other "employees", or any of your partners or members (if you are a partnership or joint venture).

- (2) Any person (other than your "employee"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only;

- (a) With respect to liability arising out of the maintenance or use of that property, and

- (b) Until your legal representative has been appointed.

- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

B. Autos/Aircraft/Watercraft/Mobile Equipment Carried or Towed by Autos

With regard to "autos", "aircraft", watercraft or "mobile equipment" (while such "mobile equipment" is being carried or towed by an "auto"):

- (1) Anyone using an "auto", "aircraft", watercraft or "mobile equipment" (with your permission) owned by, loaned to, or hired for use by you or on your behalf except:

- (a) The owner of an "auto", "aircraft" or watercraft you hire or borrow from one of your "employees" or a member of his household.

- (b) Someone using an "auto", "aircraft", watercraft or "mobile equipment" while he or she is working in a business of selling, servicing, repairing, parking, docking, mooring or storing any "auto", "aircraft", watercraft or "mobile equipment" unless that business is yours.

- (c) Anyone other than your "employees", a lessee or borrower or any of their "employees", while moving property to or from an "auto", "aircraft", watercraft or "mobile equipment".

- (2) Anyone liable for the conduct of an "Insured" in B.(1). above but only to the extent of that liability.

However, the owner or anyone else from whom you hire or borrow an "auto" is an "Insured" only if that "auto" is a trailer connected to an "auto" you own.

5. Newly Acquired Interests

Any organization that you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest will qualify as a Named Insured if there is no other similar insurance (other than "primary" coverage shown in "Schedule A") available to that organization. However:

- A. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier. If this policy is written on a subject to audit basis and coverage for the organization applies in the "primary policies" as described in "Schedule A", coverage is afforded until the end of the policy period.
- B. Coverage A and Coverage B do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- C. Coverage C and Coverage D do not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

6. Partnerships/Joint Ventures Not Named

No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a "Named Insured" in the Declarations.

PART V — CONDITIONS

We have no duty to provide coverage under this Coverage Part unless you and any other involved "insured" have fully complied with the Conditions contained in this Coverage Part.

- 1. **Premium Determination:** Your premium may be flat or adjustable (subject to audit). The Declarations page will show which applies.

- A. If your premium is flat, no additional premium is normally collected during the policy period unless there is a substantial change in type and/or scope of your operations. If there is a substantial change in your operations and if there is an additional charge for your "primary policy" insurance, we have the right to charge an additional premium also.
- B. If your premium is adjustable, we charge you the total advance premium as shown on the policy Declarations and then at the end of the policy period, we review your records and determine final premium based upon the predetermined rate and exposure basis shown in the Declarations.

Regardless of whether your premium is flat or adjustable, the premium amount shown in the Declarations as the minimum will be the least

amount that will be charged for this policy unless the policy is cancelled.

The first Named "Insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- A. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- B. If a claim is made or "suit" is brought against any "Insured", you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- C. You and any other involved "Insured" must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.

- D. No "Insured" will, except at that "Insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Appeals

If you or your "primary policy" insurance company choose not to appeal a judgment which exceeds your retained limit or "primary policy" insurance limit, we may do so at our expense, but our liability for any "loss" will not exceed our limit of liability stated on the Declaration page.

4. Rights of Recovery Against Others

A. **Recovery:** If an "Insured" has rights to recover all or part of any payment we have made under this policy, we shall participate with the "Insured" and "primary policy" company in exercise of all the "Insured's" rights of recovery. Any recovery obtained will be divided as follows:

B. Recovery Division:

First, anyone (including the "Insured") who has paid amounts over the limits of this agreement will be reimbursed.

Secondly, we will be reimbursed for any payments we have actually made under this policy.

Finally, if any recovery remains, the "primary" insurer and/or the "Insured" divide the balance of any remaining recovery.

C. Recovery Expenses:

Expenses of recovery procedures will be divided in the same proportion as the recovery is shared. However, if we bring procedures on our own and fail to obtain any recovery, we will pay all the expenses for those proceedings ourselves.

5. Legal Action Against Us

No legal action may be brought against us unless:

- A. You have complied with all the terms of the policy; and
- B. The amount for which you are legally liable has been determined by court judgment; or
- C. An agreement has been signed by you, us and the claimant.

6. Bankruptcy

If you become bankrupt or insolvent, we will still be responsible for our obligations under this policy.

7. Maintenance of Primary Coverages

You must maintain your "primary policies" in full force during the term of this policy. This includes having the aggregate limits totally unused at the inception of this policy. The reduction of aggregate "primary policy" limits that occurs during the currency of this policy due to payment of claims or legal expenses shall not be deemed a failure to maintain your "primary policy" coverage.

You must not change the terms, conditions or limits of coverage (unless you broaden the coverage or increase the limits) without our written consent. If we do give our written consent, we have the right to charge an appropriate additional premium for the more restricted "primary policy" coverage.

You may replace a policy listed in "Schedule A" with another replacement policy with a different "primary" insurer, but you must inform us of such change within 30 days.

8. Bankruptcy of Primary Insurer

In the event of bankruptcy or insolvency of your "primary policy" insurer, you will still be responsible for the coverages and limits shown on "Schedule A".

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named "Insured", this insurance applies:

- A. As if each Named "Insured" were the only Named "Insured"; and
- B. Separately to each "Insured" against whom claim is made or "suit" is brought.

10. Representations

By accepting this policy, you agree:

- A. The statements in the Application are accurate and complete;
- B. The information in "Schedule A" is accurate and complete;
- C. Those statements are based upon representations you made to us; and
- D. We have issued this policy in reliance upon your representations.

11. Other Insurance

The coverage provided under this policy is excess over any other "loss" insurance or self insurance which covers any part of the "loss" except insurance written specifically as excess coverage over the limits of this policy.

12. State Law

If this policy conflicts with your state or local laws, it is changed to conform with the laws.

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Paragraph 1. Limit of Liability of PART I – COVERAGE is replaced by the following:

1. Limit of Liability

We will pay "loss":

- A. excess of the "primary" limit as listed in "Schedule A" or
- B. excess of the retained limit (if the occurrence or offense is not covered by a primary policy but is otherwise covered by this policy) because of
 - Coverage A – "Bodily Injury",
 - Coverage B – "Property Damage",
 - Coverage C – "Personal Injury", or
 - Coverage D – "Advertising Injury".

"Loss" must be caused by an "occurrence" to which this policy applies and

- (1) with respect to Coverage A or B, the injury or damage must have occurred during the policy period; and prior to the policy period, no Insured listed under **Paragraphs 1. and 2. of Part IV - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) With respect to Coverage C or D, the offense must have been committed during the policy period.

The coverage provided by this policy is worldwide.

- C. "Bodily Injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under **Paragraphs 1. And 2. of Part IV – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- D. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under **Paragraphs 1.and 2. of Part IV - Who Is An Insured** or an "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

E. We will also pay for "Covered Pollution Cost or Expense" arising from the operation of an "auto" or "mobile equipment" **if**

(1) there is also coverage for "bodily injury" or "property damage" provided by this policy that is caused by the same "occurrence" and

(2) The "Auto", Garage, or Commercial General Liability "primary policy" described in "Schedule A" also provides coverage for "covered" pollution costs or expense".

All "loss" for "covered pollution costs or expense" will be deemed to occur at the time "bodily injury"

or "property damage" first occurs and is subject to the "occurrence" and the aggregate limits shown in the Declarations. All "bodily injury", "property damage" and "covered pollution" cost or expense" resulting therefrom will be deemed to arise out of the same "occurrence".

F. We will pay "loss" only up to the limit of liability shown in the Declarations, however, if an aggregate limit applies on this policy with respect to such "loss", we will pay only to the extent the aggregate limit has not been used up due to previous payment of "losses".



EMC Insurance Companies

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Exclusion 7.B . of **Part III - Exclusions** is replaced by the following:

PART III - Exclusions

7. Property Damage To Your Product, Work, Impaired Property

This insurance does not apply to:

- B. "Property damage" to "your work" arising out of it or any part of it and included in the "products completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY — FOLLOWING FORM

This policy does not apply to liability arising out of the ownership, maintenance, operation, use (including loading or unloading), or entrustment to others of:

- (1) any "auto" owned or operated by or rented or loaned to the "Insured"; or
- (2) any other "auto" operated by any person in the course of his employment by the "Insured"; or
- (3) "mobile equipment" while being carried or towed by an "auto";

unless coverage is provided by a "primary policy" described in "Schedule A". The coverage provided by this policy will not be broader than the coverage provided by the "primary" insurance policy.

This exclusion does not apply to parking an "auto" on, or the ways next to, premises "you" own or rent provided the "auto" is not owned by or rented or loaned to "you" or an "insured".

Umbrella Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION

PART III — Exclusion 3, Subpart B (3) (b) does not apply.

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This policy does not apply to any "Bodily Injury", "Property Damage" or "Personal Injury" arising out of, resulting from, caused by or contributed to by lead provided that such "Bodily Injury", "Property Damage" or "Personal Injury" results from or is contributed to by the hazardous properties of lead. This exclusion includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of paint, plumbing solder, pipes and fixtures, soil or other items containing lead.

This exclusion also includes, but is not limited to:

- (i) Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
- (ii) Any obligation to share damages with or repay someone else who must pay damages in connection with the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Commercial Umbrella Policy.

1. The insurance does not apply:

- A. Under any Liability coverage, to "bodily injury", "personal injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Liability Coverage, to "bodily injury", "personal injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury", "personal injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1), separating the isotopes of uranium or plutonium; (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY AMENDMENT

Part II. Definition 11. is amended to read as follows:

11. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
- A. False arrest, detention or imprisonment;
 - B. Malicious prosecution;
 - C. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - D. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - E. Oral or written publication of material that violates a person's right of privacy;
 - F. Mental anguish, mental injury, including fright, shock and humiliation.

Commercial Umbrella

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY DAMAGE EXCLUSION

This policy does not apply under Coverage B — "Property Damage" to injury or destruction of any personal property of others in "your" care, custody, or control whether or not "you" have right to such possession.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS — COMPLETED OPERATIONS — FOLLOWING FORM

This policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of the "insured's" "Products—Completed Operations Hazard" unless coverage is available to the "insured" in the "primary" insurance as described in "Schedule A". Coverage will not be broader than coverage provided by the "primary" insurance.

Commercial Umbrella

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL PROPERTY DAMAGE EXCLUSION

This policy does not apply to "Property Damage" to any real property leased, rented, or occupied by "you" whether or not "you" have right to such possession.

Commercial Umbrella

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT EXCLUSION

This policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use (including loading or unloading), or entrustment to others of any watercraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION — YEAR 2000 AND BEYOND
COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS**

This policy does not apply to any "Bodily Injury," "Property Damage," "Personal Injury" or "Advertising Injury" arising directly or indirectly out of:

A. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.(1)** of this endorsement.

due to their inability to correctly recognize, process, distinguish, interpret or accept the Year 2000 and/or Leap Year and beyond.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph **A.** of this endorsement.

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION (EIFS)

This insurance does not apply to "bodily injury" or "property damage" included in the "products – completed operations hazard" and arising out of "your work".

1. The design, manufacture, construction, fabrications, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

This exclusion applies to "your work" described in Paragraph 1. or Paragraph 2. above performed by you or on your behalf which begins on or after the effective date of this policy.

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials, and
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate, and
- c. A reinforced base coat, and
- d. A finish coat providing surface texture and color.

COMMERCIAL INTERLINE

AUTOMATIC TERMINATION ENDORSEMENT

The billing statement for this policy has been sent directly to you for payment. Failure to pay the required premium amount by the due date means that you have not accepted our offer of coverage and this policy will cease as of the effective date.